

**MEMORANDUM OF UNDERSTANDING BETWEEN CITY OF CARSON AND
CALIFORNIA DEPARTMENT OF TRANSPORTATION REGARDING ALAMEDA
STREET**

This **MEMORANDUM OF UNDERSTANDING** (“**Agreement**”) is executed this 31st day of July, 2023, (“**Effective Date**”) by and between the **CITY OF CARSON** (“**City**”), and the **STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION** (“**State**”). City and State may be referred to, individually or collectively, as “**Party**” or “**Parties**.”

RECITALS

- A. In 1982, legislation was passed that would exclude the portion of the designated route of State Route 47 within the City from the state highway system, unless the Los Angeles County Transportation Commission approved a financial plan no later than December 31, 1984. (Chapter 914 of California Statutes, 1982, Streets & Highways Code § 347.1). Within the City of Carson, the portion of the route designated as State Route 47 is known as Alameda Street.
- B. It appears that no financial plan required to avoid the exclusion of the Alameda Street within the City from the state highway system was approved by the Los Angeles County Transportation Commission before December 31, 1984.
- C. In 1988, Streets & Highways Code § 347.1 was amended, definitively eliminating Alameda Street within the City of Carson from the state highway system (Chapter 106 of California Statutes, 1988), although State Route 47 signs have remained in place along the street and the state highway designation appears on roadmaps.
- D. Alameda Street carries substantial heavy truck traffic from the ports of Los Angeles and Long Beach to destinations elsewhere in the state and around the United States, which has a deleterious effect on the condition of the roadway.
- E. The City is responsible for maintenance and repair of Alameda Street within the City of Carson, but the City has requested Caltrans provide assistance with the maintenance of Alameda Street within the City of Carson. The City does not have the financial wherewithal to undertake highway improvements to the roadway that would enable it to qualify for inclusion in the state highway system.
- F. As a result of the ongoing COVID-19 pandemic, supply chain issues have arisen that require improvement of transportation systems to facilitate the transport of goods from the ports of Los Angeles and Long Beach to their ultimate destinations. Alameda Street within the City of Carson is a part of that transportation system and requires improvement to meet the objective of improving the supply chain.
- G. The City and State have commenced the planning required to facilitate the Route Adoption Process for Alameda Street within the City into the state highway system.
- H. Alameda Street in the City of Carson does not fit the statutory definition of a “State Highway”. The Route was not “acquired, laid out, constructed, improved or maintained as a State highway as set forth in Streets and Highways Section 24.

NOW, THEREFORE, for the purposes set forth herein, and for good and valuable consideration, the adequacy of which is hereby acknowledged, the Parties hereby agree as follows:

TERMS

1. Incorporation of Recitals. The foregoing Recitals are incorporated and made a part hereof.

2. Maintenance of Alameda Street.

2.1 State shall repair, via a one-time maintenance rehabilitation project ("PROJECT"), for the pavement portion of Alameda Street from the edge of pavement in either direction at State's sole cost and expense. The PROJECT's scope of work will consist of Replacing Asphalt Concrete Surfacing and Repair of Localized Potholes commonly called "digouts" on the pavement portions of Alameda Street within the City limits to be further detailed in the approved PROJECT plans and specifications. Scope of work will not include electrical work and materials identified in Standard Specifications Section 86 (2022) and ADA compliance for sidewalk and sidewalk approaches to the edge of pavement. The areas of pavement to be repaired will be determined in conjunction with the City, with Caltrans having the final determination as to the areas of pavement to be repaired as part of the Project. The PROJECT shall be completed pursuant to applicable State Standard Plans and Standard Specifications in effect at the time of design.

2.2 State shall prepare the plans, specifications and estimate ("PS&E") for the PROJECT. Such PS&E shall be prepared in compliance with applicable State's current Standard Plans and Standard Specifications and are subject to the City's written approval, within 30 days after City's receipt thereof. State shall not put forth the contract for the Project for bid until the State has received City's written approval of such PS&E.

2.3 The State will provide the schedule of asphalt concrete pavement work within the hours and limits allowed by the City and PROJECT Specifications.

2.4 The State will replace the asphalt concrete pavement as set forth in the PROJECT plans, sweep, clean up and install temporary pavement markers and markings before opening the roadway to the travelling public.

2.5 Upon the opening of Alameda Street to the traveling public but before the PROJECT work is completed, the City shall resume responsibility for maintenance and repair of the right of way within the project limits with the exception of the replaced asphalt concrete pavement pursuant to the PROJECT, temporary signage and pavement markers (and markings) placed by the State's Contractors for the safety of the motorists.

2.6 Other than the PROJECT as described herein, which includes the First Working Day of the Construction Contract to the Acceptance of the Contract for the Project, the City shall remain responsible for maintenance and repair of the right of way for that portion of Alameda Street in the City, including but not limited to maintenance and repair of the sidewalk areas and any other part of City right of way for Alameda Street and adjacent land in the City. Upon acceptance of the work for the PROJECT by the State, as set forth in Standard Specification 5-1.46 (2022) (Final

Inspection and Contract Acceptance), the City shall resume responsibility for maintenance and repair of that portion of Alameda Street within the City limits repaired pursuant to the PROJECT.

2.7 As part of the State's Engineer's recommendation for Contract acceptance, the State's Engineer shall notify the City's designated construction representative of the final inspection of the work to allow for full participation by the City in the final inspection of the work. The State's Engineer shall take into account the City's construction representative's comments concerning the completeness of the Contract work into the State's Engineer's determination to recommend Contract acceptance. The State's Engineer's recommendation for Contract acceptance is made solely at his or her discretion. Contract acceptance is made solely at the discretion of the State.

2.8 After the permanent pavement markers and markings are placed on the roadway and all the temporary signage and pavement markers and markings are removed, the State can request on behalf of the contractor for the PROJECT a relief of Maintenance from the City for a minimum length of 0.3-mile section of the roadway within the project limit until the contract is accepted.

2.9 State shall not be responsible for maintenance of Alameda Street, including any portion of City right of way, prior to the First Working Day of the Construction Contract.

2.10 The PROJECT is contingent on the availability of funding to be requested by the State.

2.11 The Parties, if required by State, shall enter into a Cooperative Agreement further detailing the responsibilities of the Parties concerning the PROJECT and shall be executed by the Parties no later than the date of the CITY'S written approval of the PS&E.

3. Term. This Agreement shall become effective on the Effective Date and shall remain in full force and effect and shall expire on the date of Construction Contract Acceptance of the work for the PROJECT by the State, as set forth in Section 5-1.46 Standard Specifications (2022) (Final Inspection and Contract Acceptance).

4. Indemnification.

4.1 Neither City nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by State, in connection with any work performed by the State or its contractor(s) arising under this Agreement. It is understood and agreed that, pursuant to Government Code section 895.4 and other applicable law, State shall fully defend, indemnify and save harmless City and its officers, agents, and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation and other theories or assertions of liability arising out of or in connection with anything done or omitted to be done by State in connection with any work performed by the State or its contractor(s) under this Agreement.

4.2 Neither State nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by City in connection with any work performed by the City or its contractor(s) arising under this Agreement as well as any

claims for damage or liability related to the design of Alameda Street, maintenance responsibilities for Alameda Street, including sidewalks, curbs, gutters and any other City right of way and improvements, and matters under the authority or jurisdiction of the City. It is understood and agreed that, pursuant to Government Code section 895.4 and other applicable law, City shall fully defend, indemnify and save harmless State and all of its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, taxpayer lawsuits, tortious, contractual, inverse condemnation or other theories or assertions of liability arising out of or in connection with anything done or omitted to be done by City in connection with any work performed by the City or its contractor(s) under this Agreement as well as any claims for damage or liability related to the design of Alameda Street and ownership, maintenance and control of Alameda Street and matters under the authority or jurisdiction of the City. For the purposes of this Section 4.2, "taxpayer lawsuits" shall mean a lawsuit that is filed against the State that challenges the State's authority to carry out the PROJECT work and/or attempts to nullify this Agreement in any regard.

5. Cooperation; Further Acts.

5.1 The Parties shall fully cooperate with one another and shall take any additional acts or sign any additional documents as may be necessary, appropriate, or convenient to attain the purposes of this Agreement. This cooperation shall include, but not be limited to, cooperation between the Parties with respect to their respective activities under Sections 2, 3 and 4.

5.2 In order to commence preparation of PS&E, City shall provide the State with 1.) As built plans showing the pavement structural and drainage sections; 2.) Existing Utility plans showing locations, depth and type of utilities involved; 3) Existing Right of Way maps showing the Right of Way limits of City of Carson for Alameda Street; 4) All City restrictions concerning construction activities for the Project, i.e. work hours and lane closure requirements including lane closure charts and hours.

6. Binding Effect. Each and all of the covenants and conditions shall be binding on and shall inure to the benefit of the Parties, and their successors, heirs, personal representatives, or assigns. This section shall not be construed as an authorization for any Party to assign any right or obligation.

7. Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

8. Time is of the Essence. Time is of the essence with respect to this Agreement.

9. Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original and which collectively shall constitute one instrument.

10. Entire Agreement; Amendment. This Agreement contains the entire agreement between the City and State and supersedes any prior oral or written statements or agreements between the City with respect to the subject matter of this Agreement. No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the State and by the City.

11. Attorneys' Fees. In the event of any litigation or other legal proceeding including, but not limited to, arbitration or mediation between the Parties arising from this Agreement, the prevailing party will be entitled to recover, in addition to any other relief awarded or granted, its reasonable costs and expenses (including attorney's fees) incurred in the proceeding.

12. California Law. This Agreement shall be interpreted, construed and governed both as to validity and to performance of the Parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Los Angeles, State of California, or any other appropriate court in such county, and State covenants and agrees to submit to the personal jurisdiction of such court in the event of such action. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in the County of Los Angeles, State of California.

13. No Third-Party Beneficiaries. Nothing within the provisions of this Agreement is intended to create duties or obligations to or rights in third parties not parties to this Agreement or to affect the legal liability of a Party to the Agreement by imposing any standard of care with respect to the operation and maintenance of State highways and local facilities different from the standard of care imposed by law.

14. Waiver. Waiver by any Party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any Party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or services by State shall not constitute a waiver of any of the provisions of this Agreement. No delay or omission in the exercise of any right or remedy by a non-defaulting Party on any default shall impair such right or remedy or be construed as a waiver. Any waiver by either Party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement

IN WITNESS THEREOF, the Parties hereto have executed this Agreement as of the day and year written alongside their respective signature line below.

Executed on: _____, 2023

CITY OF CARSON

ATTEST:


Dr. Khaleah K. Bradshaw
City Clerk



David Roberts
City Manager

Executed on: July 31st, 2023


STATE OF CALIFORNIA DEPARTMENT
OF TRANSPORTATION

ATTEST:


Godson K. Okereke
Deputy District Director
Division of Maintenance District 7

Approved as to Form and Procedure

Approved as to Form and Procedure:

By: 
Sunny K. Soltani
City Attorney

By: Mark Berkebile
Mark Berkebile
Assistant Chief Counsel
Department of Transportation